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SUMMONS

Doc. No. 165787

IN THE DISTRICT COURT OF Sarpy COUNTY, NEBRASKA
Sarpy County Courthouse
1210 Golden Gate Dr, Ste 3141
Papillion NE 68046 3087

Jo-Anna M. Contreras v. Liberty Mutual Insurance Company

Case ID: CI 18 834

TO: Liberty Mutual Insurance Company

FILED BY

Clerk of the Sarpy District Court
04/30/2018

You have been sued by the following plaintiff(s):

Jo-Anna M Contreras

Plaintiff's Attorney: David M O'Neill
Address: 1005 South 107th Avenue Ste 200
Omaha, NE 68114

Telephone: (402) 390-9000

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: APRIL 30, 2018

BY THE COURT:

Carol Kremer
Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Liberty Mutual Insurance Company
c/o CSC - Lawyers Inc Serv Co
233 S. 13th St., Ste. 1900
Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.



EXHIBIT A

Filed in Sarpy District Court

*** EFILED ***

Case Number: D59CI180000834

Transaction ID: 0006791032

Filing Date: 04/30/2018 11:18:26 AM CDT

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

JO-ANNA M. CONTRERAS,

Plaintiff,

v.

LIBERTY MUTUAL INSURANCE
COMPANY,

Defendant.

Case No. CI 18-_____

**COMPLAINT AND
JURY DEMAND**

COMES NOW the Plaintiff, Jo-Anna M. Contreras ("Plaintiff"), and for her cause of action against the above-captioned Defendant, Liberty Mutual Insurance Company ("Defendant"), states and alleges as follows:

1. Plaintiff is a resident of Bellevue, Sarpy County, Nebraska.
2. Defendant is an insurance company authorized to sell insurance in the State of Nebraska.
3. Defendant Liberty Mutual Insurance Company provided a policy of underinsured motorist insurance, covering the vehicle the Plaintiff was driving on September 13, 2016. At all times relevant herein, Plaintiff Jo-Anna M. Contreras was the owner of a 2009 Honda Civic.
4. Defendant issued a policy of insurance to the Plaintiff bearing Policy No. A0224867810770, which policy was in full force and effect on September 13, 2016, and said policy offered underinsured motorist coverage to the Plaintiff in the amount of \$100,000 for bodily injury per person.

FIRST CAUSE OF ACTION

UNDERINSURED MOTORIST BENEFITS

5. On September 13, 2016, at approximately 5:20 p.m., the Plaintiff, Jo-Anna M. Contreras, was traveling north on Fort Crook Road near the intersection with Kibbon Drive. This intersection is located in Bellevue, Sarpy County, Nebraska. The Plaintiff was stopped in the left lane of Fort Crook Road waiting for a school bus which was stopped with its stop sign out and flashing lights on. Her vehicle was struck from behind by a 2007 Chevy Cobalt driven and owned by Jennifer N. Larsen. Said collision resulted in serious and permanent injuries to the Plaintiff.

6. The personal injuries to Plaintiff were the direct and proximate result of the collision with Jennifer N. Larsen who was negligent.

7. At the time of the collision described above, Jennifer N. Larsen was covered by a contract of insurance written by GEICO with liability limits of \$50,000. Plaintiff Jo-Anna Contreras made a claim against GEICO for her personal injuries. GEICO offered the limits of Jennifer N. Larsen's liability insurance. Plaintiff timely notified Defendant of the offer and Defendant failed to pay the amount of the settlement offer within thirty days of the Defendant's receipt of notice of the offer of settlement.

8. Plaintiff is entitled to the full amount of her damages pursuant to the underinsured coverage of Policy No. A0224867810770 issued by the Defendant.

9. Plaintiff has fully performed the terms and provisions of the insurance policy and the Nebraska statutes with Defendant, including reporting the accident, reporting the settlement offer by GEICO and furnishing Defendant with Plaintiff's medical bills and records.

10. This is a suit on an insurance policy with Liberty Mutual Insurance Company, and in the event of recovery, the Plaintiff is entitled to an attorney fee under Nebraska Revised Statute § 44-359.

SECOND CAUSE OF ACTION

BAD FAITH

11. Plaintiff incorporates paragraphs 1-10 above as if fully set forth herein.

12. As a result of the relationship between Plaintiff and the Defendant, Liberty Mutual Insurance Company, the Defendant has at all relevant times owed a fiduciary responsibility to the Plaintiff and further owes Plaintiff a duty of good faith with respect to its obligations of investigating, evaluating, and dealing with Plaintiff and Plaintiff's claim.

13. Despite efforts by Plaintiff to settle this lawsuit for the underinsured motorist coverage, Defendant has, in bad faith, refused to settle such claim.

14. Defendant has engaged in little or no investigation of the Plaintiff's claim.

15. Defendant has conducted an inadequate and incompetent investigation into the nature, extent and severity of Plaintiff's injuries so Defendant could, in good faith, evaluate and negotiate Plaintiff's claim. Defendant has conducted itself in bad faith in the consideration of Plaintiff's claim, despite information provided to Defendant. Plaintiff has suffered economic damages in the form of medical expenses, lost wages and future medical expenses.

16. Defendant's refusal to comply with the terms of its contract of insurance with Plaintiff and the Defendant's refusal to act in good faith in carrying out its fiduciary responsibility to Plaintiff has been done in a willful intentional manner and in a manner of reckless disregard of the consequences. This refusal was done in the face of facts known

to Defendant and which should have let Defendant know that under the circumstances, to refuse to pay the underinsured motorist coverage which was protection provided to Plaintiff by virtue of the Defendant's contract which would cause the Plaintiff damage and would be inexcusable under the circumstances.

WHEREFORE, Plaintiff prays for judgment against Defendant in these particulars:

- a. For all compensatory damages in an amount to which she is entitled by law;
- b. For her costs incurred herein;
- c. For attorney's fees as provided in Neb. Rev. Stat. §44-359; and
- d. For such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues in the above-captioned action.

Dated this 30th day of April, 2018.

JO-ANNA M. CONTRERAS, Plaintiff

By: /s/ David M. O'Neill
David M. O'Neill, #23225
HAUPTMAN, O'BRIEN, WOLF & LATHROP, P.C.
11507 South 42nd Street, Suite 105
Bellevue, Nebraska 68123
(402) 291-5800
ATTORNEYS FOR PLAINTIFF



A Limited Liability Organization

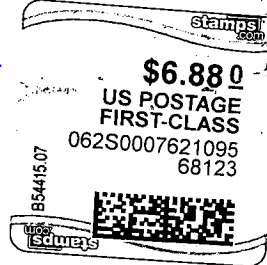
1005 S. 107th Ave., Suite 200
Omaha, NE 68114

CERTIFIED MAIL®



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VS 650
30 APR '18
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Liberty Mutual Insurance Company
c/o CSC - Lawyers Incorporating
Service Co.
233 S. 13th St., Ste. 1900
Lincoln, NE 68508

68508-200075

EXHIBIT A

